

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF CORPORATIONS

TO: JUST ESCROW License # 963-2063
6303 Owensmouth Avenue, 10th Floor
Woodland Hills, California 91367

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“Agreement”) is entered into as of October 11, 2007, by and between the California Corporations Commissioner (“Commissioner”), on the one hand, and Just Escrow, on the other hand, (hereinafter collectively “the parties”).

RECITALS

This Agreement is made with reference to the following facts:

A. Just Escrow is a corporation in good standing, duly formed and existing pursuant to the laws of the State of California, and authorized to conduct business in this State. Just Escrow has its principal place of business located at 6303 Owensmouth Avenue, 10th Floor, Woodland Hills, California 91367.

B. Just Escrow holds a license with the Commissioner under the California Escrow Law pursuant to California Financial Code sections 17000 *et seq.* (License No. 963-2063).

C. On or about October 3, 2007, the Commissioner issued an Order Imposing Penalties Pursuant to California Financial Code section 17408 (the “Order”) to Just Escrow for violations of California Financial Code section 17406, a copy of which is attached and incorporated herein as Exhibit “1.” Just Escrow was served with the Order on or about October 5, 2007.

D. It is the intention and desire of the parties to resolve this matter without the necessity of a hearing and/or other litigation.

NOW, THEREFORE, for good and valuable consideration, and the terms and conditions set forth herein, the parties agree as follows:

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TERMS AND CONDITIONS

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2 1. Purpose. The purpose of this Agreement is to settle and resolve the matters between
3 the parties hereto, for judicial economy and expediency, and to avoid the expense of a hearing, and
4 possible further court proceedings.

5 2. Waiver of Hearing Rights. Just Escrow acknowledges its right to a hearing under the
6 California Escrow Law in connection with the Order and hereby waives its right to a hearing, and to
7 any reconsideration, appeal, or other right to review which may be afforded pursuant to the
8 California Escrow Law, the California Administrative Procedure Act, the California Code of Civil
9 Procedure, or any other provision of law, and by waiving such rights, consents to the Order
10 becoming final.

11 3. Admissions. Just Escrow admits the findings contained in the Order. The admissions
12 of Just Escrow is solely for the limited purposes of this proceeding and any future proceeding(s) that
13 may be initiated by or brought before the Commissioner against Just Escrow, or any of the officers,
14 directors, shareholders, or employees of Just Escrow.

15 4. Penalty. Just Escrow hereby agrees to pay to the Commissioner the penalty imposed
16 by the October 3, 2007 Order totaling THREE THOUSAND EIGHT HUNDRED DOLLARS
17 (\$3,800.00). Just Escrow shall pay the penalty by way of two (2) equal installments as follows:

- 18 (a) The first penalty installment shall be in the amount of \$1,900.00
19 ("Payment One") and shall take place on of the Effective Date of this Settlement
20 Agreement.
21 (b) The second penalty installment shall be in the amount of \$1,900.00 ("Payment Two")
22 and shall take place within thirty (30) days after Payment One.

23 In the event the payment due date falls on a weekend or holiday, the payment shall be due the
24 next business day. Just Escrow shall make Payments One and Two by cashier's check, made
25 payable to the California Department of Corporations delivered to the attention of Blaine A. Noblett,
26 Corporations Counsel.

27 5. Future Actions by the Commissioner. The Commissioner reserves the right to bring
28 future action(s) against Just Escrow, or any of the officers, directors, shareholders, or employees of
Just Escrow for any and all unknown or future violations of the California Escrow Law.

1 This Agreement shall not serve to exculpate Just Escrow or any of the officers, directors,
2 shareholders, or employees of Just Escrow from liability for any and all unknown or future
3 violations of the California Escrow Law.

4 6. Failure to Remit Penalty Payment or Timely Remit Penalty Payment. Just Escrow
5 acknowledges that failure to make any payment installment under this Agreement or to timely pay
6 any payment installment under this Agreement shall be a breach of this Agreement and shall be
7 cause for the Commissioner to immediately revoke any licenses held by, and/or deny any pending
8 application(s) of Just Escrow, its successors and assigns, by whatever names they might be known.
9 Just Escrow hereby waives any notice and hearing rights to contest such revocations and/or denial(s)
10 which may be afforded under the California Escrow Law, the California Administrative Procedure
11 Act, the California Code of Civil Procedure, or any other provision of law in connection therewith.

12 7. Effective Date. This Agreement shall not become effective until signed, and
13 delivered by all parties.

14 8. Settlement Agreement Coverage. Except as otherwise provided, the parties hereby
15 acknowledge and agree that this Agreement is intended to constitute a full, final and complete
16 resolution of this matter. The parties further acknowledge and agree that nothing contained in this
17 Agreement shall operate to limit the Commissioner's ability to assist any other agency, (county, state
18 or federal) with any prosecution, administrative, civil or criminal, brought by any such agency
19 against Just Escrow based upon any of the activities alleged in this matter or otherwise.

20 9. Independent Legal Advice. Each of the parties represents, warrants, and agrees that
21 they have been advised to seek independent legal advice from an attorney with respect to the
22 advisability of executing this Agreement.

23 10. No Other Representation. Each of the parties represents, warrants, and agrees that in
24 executing this Agreement it has relied solely on the statements set forth herein and the advice of its
25 own counsel. Each of the parties further represents, warrants, and agrees that in executing this
26 Agreement it has placed no reliance on any statement, representation, or promise of any other party,
27 or any other person or entity not expressly set forth herein, or upon the failure of any party or any
28 other person or entity to make any statement, representation or disclosure of anything whatsoever.

1 The parties have included this clause: (1) to preclude any claim that any party was in any way
2 fraudulently induced to execute this Agreement; and (2) to preclude the introduction of
3 parol evidence to vary, interpret, supplement, or contradict the terms of this Agreement.

4 11. Modifications and Qualified Integration. No amendment, change or modification of
5 this Agreement shall be valid or binding to any extent unless it is in writing and signed by all of the
6 parties affected by it.

7 12. Full Integration. This Agreement, including the attached Order, Exhibit "1," is the
8 final written expression and the complete and exclusive statement of all the agreements, conditions,
9 promises, representations, and covenants between the parties with respect to the subject matter
10 hereof, and supercedes all prior or contemporaneous agreements, negotiations, representations,
11 understandings, and discussions between and among the parties, their respective representatives, and
12 any other person or entity, with respect to the subject matter covered hereby.

13 13. No Presumption From Drafting. In that the parties have had the opportunity to draft,
14 review and edit the language of this Agreement, no presumption for or against any party arising out
15 of drafting all or any part of this Agreement will be applied in any action relating to, connected, to,
16 or involving this Settlement Agreement. Accordingly, the parties waive the benefit of California
17 Civil Code section 1654 and any successor or amended statute, providing that in cases of
18 uncertainty, language of a contract should be interpreted most strongly against the party who caused
19 the uncertainty to exist.

20 14. Counterparts. This Agreement may be executed in any number of counterparts by the
21 parties, and when each party has signed and delivered at least one such counterpart to the other
22 party, each counterpart shall be deemed an original and taken together shall constitute one and the
23 same Agreement.

24 15 Headings and Governing Law. The headings to the paragraphs of this Agreement are
25 inserted for convenience only and will not be deemed a part hereof or affect the construction or
26 interpretation of the provisions hereof. This Agreement shall be construed and enforced in
27 accordance with, and governed by, the laws of the State of California.

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1 16. Authority For Settlement. Each party warrants and represents that such party is fully
2 entitled and duly authorized to enter into and deliver this Agreement. In particular, and without
3 limiting the generality of the foregoing, each party warrants and represents that it is fully entitled to
4 enter into the covenants, and undertake the obligations set forth herein.

5 17. Public Record. Just Escrow hereby acknowledges that this Agreement will be a
6 matter of public record.

7 18. Voluntary Agreement. The parties each represent and acknowledge that he, she or it
8 is executing this Agreement completely voluntarily and without any duress or undue influence of
9 any kind from any source.

10 19. Notices. Notice shall be provided to each party at the following addresses:

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12 If to Just Escrow to: 6303 Owensmouth Avenue, 10th Floor
13 Woodland Hills, California 91367
14 Attn: Kaleem Sheikh
 President

15 If to the Commissioner to: Blaine A. Noblett
16 Corporations Counsel
17 Enforcement Division
18 Department of Corporations
 320 W. 4th Street, Suite 750
 Los Angeles, CA 90013-2344

19 IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement on
20 the dates set forth opposite their respective signatures.

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23 Dated: _____

PRESTON DuFAUCHARD
California Corporations Commissioner

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25 By _____
26 ALAN S. WEINGER
27 Lead Corporations Counsel
28 Enforcement Division

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By _____
KALEEM SHEIKH
President